

RECORDATION NO. 26513-B FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

AUG 17 '06 11:45 AM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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August 17, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of August 17, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Restated Lease Supplement No. 2 being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Assignor: Wells Fargo Bank Northwest, National
Association
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Assignee: Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, New Jersey 08830

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

438 Mechanized Rapid Discharge® V Coal railcars: within the two series JHMX 991561 – JHMX 991200 (except JHMX 991660 and JHMX 991955).

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

RWA/sem
Enclosures

AUG 17 '06

11-45 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT ~~SURFACE TRANSPORTATION BOARD~~

THIS AGREEMENT, dated as of August 17, 2006 is by and between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Owner Trustee ("Assignor"), and SIEMENS FINANCIAL SERVICES, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the Lessor under that certain Equipment Leasing Agreement dated as of July 21, 1999, between Assignor, as lessor, and Alabama Power Company, as lessee (as amended and supplemented, as applicable, by (i) that certain Amendment No. 1 to Equipment Leasing Agreement dated as of August 17, 2006, (ii) that certain Restated Lease Supplement dated as of August 17, 1999 (and all Lease Supplements and Acceptance Notices related thereto and/or superseded thereby), and (iii) that certain Restated Lease Supplement No. 2 dated as of August 17, 2006, the "Lease");

WHEREAS, pursuant to that certain Railcar Purchase Agreement dated as of May 1, 2006 (the "Purchase Agreement") among Assignor, as seller, Pitney Bowes Credit Corporation, as Beneficiary, and Assignee, as purchaser, Assignee agreed to acquire all of Assignor's right, title and interest in and to the Lease and the Equipment subject to such Lease, among other things;

WHEREAS, the Assignor is a beneficiary under (i) that certain Partial Assignment dated as of July 21, 1999 and (ii) that certain Partial Assignment dated as of August 17, 1999 (collectively, the "Partial Assignments") pursuant to which Alabama Power Company ("APCo") assigned all of its rights and remedies under that certain Railcar Manufacturing Agreement dated as of February 16, 1999 between APCo and Trinity Industries, Inc. with respect to certain railcars described thereon; and

WHEREAS, Assignor desires to assign, sell, convey and transfer to Assignee, and Assignee desires to accept the assignment, sale, conveyance and transfer of all of Assignor's right, title and interest in, to and under the Lease and the Partial Assignments, and to assume Assignor's obligations under the Lease and the Partial Assignments, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows (all capitalized terms used herein and not otherwise defined herein shall have the meanings provided therefor in the Lease):

Section 1. Assignment. Assignor hereby assigns, sells, conveys and transfers all of its right, title and interest in and to the Lease and the Partial Assignments unto Assignee, and its successors and assigns forever.

Section 2. Assumption of Obligations. Assignee hereby accepts and assumes all

obligations of Assignor as Lessor under the Lease and under the Partial Assignments arising from and after the date hereof, and agrees to hereafter keep and perform all of the covenants and obligations of the Assignor as Lessor thereunder.


Section 3. Miscellaneous. This Agreement may be signed in one or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be considered an original hereof. The terms and provisions hereof shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance.

[Remainder of Page Intentionally Left Blank]

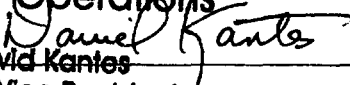
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Assignee

SIEMENS FINANCIAL SERVICES, INC.

By: 
Name: _____
Title: **Roger M. Franco**

Sr. V. P., Operations

By: 
Name: **David Kantes**
Title: **Senior Vice President**

and
Chief Risk Officer

Assignor

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF NEW JERSEY

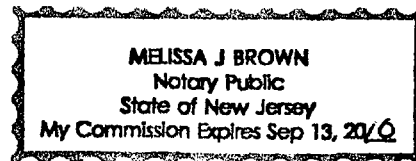
COUNTY OF MIDDLESEX, ss:

On this 11th day of August, 2006, before me personally appeared Roger M. Franco
to me personally known, who being by me duly sworn, says [s]he is the Sr. V.P. of
SIEMENS FINANCIAL SERVICES, INC., that said instrument was signed on behalf of said
corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public Melissa J. Brown

My Commission Expires: 9-13-2010



STATE OF NEW JERSEY

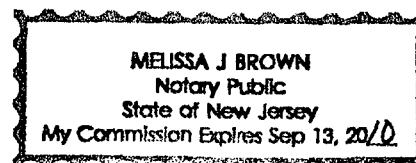
COUNTY OF MIDDLESEX, ss:

On this 1st day of August, 2006, before me personally appeared David Kantes
to me personally known, who being by me duly sworn, says [s]he is the Sr. V.P. of
SIEMENS FINANCIAL SERVICES, INC., that said instrument was signed on behalf of said
corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Notary Public Melissa J. Brown

My Commission Expires: 9-13-2010



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Assignee

SIEMENS FINANCIAL SERVICES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Assignor

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION

By: _____
Name: Val T. Orton
Title: Vice President

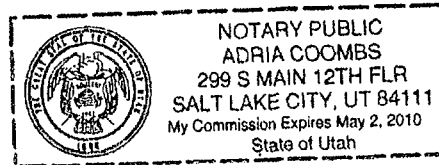
STATE OF Utah

COUNTY OF Salt Lake, ss:

On this 17 day of August, 2006, before me personally appeared Val T. Orton, to me personally known, who being by me duly sworn, says [s]he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, (formerly known as First Security Bank, National Association), not in its individual capacity but solely as owner trustee, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Adria Coombs
Notary Public

[NOTARIAL SEAL]



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.



Dated: August 17, 2006

Robert W. Alvord